

**BEFORE THE
SURFACE TRANSPORTATION BOARD**

STB DOCKET NO. AB-103 (Sub- No. 21X)

**KANSAS CITY SOUTHERN RAILWAY COMPANY
ABANDONMENT EXEMPTION
LINE IN WARREN COUNTY, MS**

**ENTERED
Office of Proceedings**

FEB 23 2008

**Part of
Public Record**

**MOTION TO STAY DATE BY WHICH
OFFERORS MUST ACCEPT TERMS AND CONDITIONS**

1. Now comes Raymond B. English and James Riffin ("E&R"), who herewith file this Motion to Stay Date By Which Offerors Must Accept Terms and Conditions, and in support thereof, say.

2 On February 22, 2008, the Board Served its decision In The Matter Of A Request To Set Terms and Conditions ("Decision") in the above entitled proceeding. In its Decision, the Board ordered:

- A. The purchase price for the entire line is set at \$504,615 (\$376,320 for the Segment portion plus \$128,295 for the Remainder portion)
- B. The Offerors must accept the terms and conditions established by the Board no later than March 3, 2008.
- C If the Offerors accept the terms and conditions for the Entire Line, then by March 24, 2008, the Offerors may return to the Board with a request to determine the compensation, if any, owed by KCSR due to increased costs of restoring the Remainder to service that was caused by the partial dismantling of the Glass Road Bridge ("Bridge")
- D KCSR may, by April 14, 2008, respond to Offerors request for compensation, by presenting evidence that the Bridge was unusable prior to the actions of the County and would have had to have been replaced before service could have been resumed

E KCSR must preserve all records, photographs, inspection reports, and any other information relevant to the condition of the Bridge as of October 2, 2007

3. Since whether the Bridge was in a usable condition as of October 2, 2007, has become an issue, Since a portion of the Bridge has been removed; Since it is no longer physically possible to have an engineer inspect the portions of the Bridge that were removed, to ascertain the condition of the removed portions as of October 2, 2007; And since whether the Bridge was in usable condition as of October 2, 2007, will significantly impact the cost to purchase the Line, E&R would ask that the Board order the following:

A. Stay the date by which E&R must accept the Board's Terms and Conditions to a date no later than 10 days after KCSR provides E&R with a copy of any evidence it intends to submit to the Board which relates to the condition of the Bridge as of October 2, 2007. This would permit E&R to make an informed decision regarding the likely condition of the Bridge as of October 2, 2007, the cost to restore the Bridge, and the ultimate cost to purchase the Line.

B. Order KCSR to provide E&R with a copy of any evidence it intends to submit to the Board which relates to the condition of the Bridge as of October 2, 2007.

C. Order KCSR to provide E&R with a copy of all information KCSR has knowledge of, with regard to the condition of all of the other bridges that are on the Line, including those bridges which are not on the portion of the Line that is being abandoned Many of the bridges on the Line were built, or rebuilt, about the same time the Glass Road Bridge was rebuilt (in 1966). If a similar bridge on the Line is currently usable, then it would be appropriate to conclude the Glass Road bridge was usable. Information regarding the condition of the bridge at MP 225.85 would appear to be particularly relevant, since the bridge at MP 225.85 was rebuilt in 1962 (four years before the Glass Road Bridge was rebuilt in 1966), is of similar construction (ballast deck, on timber pilings), and is currently being utilized. In addition, since the MP 225.85 bridge crosses a creek (which means the pilings are in wet soil, which accelerates the decomposition of the wood), whereas the Glass Road Bridge does not cross a creek (which means its piling were not in wet soil, and so would last longer), then one would expect the MP

225.85 bridge to fail before the Glass Road Bridge would fail. And if the MP 225.85 bridge is still usable (which it is), then it would be reasonable to conclude the Glass Road Bridge was still usable.

D. Grant E&R the right to depose all individuals who have any knowledge or information about the bridges that are on any portion of the Line.

Respectfully submitted,


Raymond B. English


James Riffin

CERTIFICATE OF SERVICE

I hereby certify that on this 25th day of February, 2008, a copy of the foregoing Motion to Stay Date By Which Offerors Must Accept Terms and Conditions, was e-mailed, and was mailed via first class mail, postage prepaid, to **William A. Mullins**, Baker & Miller PLLC, Ste 300, 2401 Pennsylvania Ave, N.W , Washington, DC 20037, attorney for Kansas City Southern Railway Company, and to **Craig Richey**, 315 W. 3rd Street, Pittsburg, KS 66762, attorney for Vicksburg Southern Railroad, Inc.


James Riffin

TO: Anne Quinlin, Acting Secretary
Surface Transportation Board
395 E St. S W.
Washington, D.C 20423

FROM James Riffin
1941 Greenspring Drive
Timonium, MD 21093
(443) 414-6210
February 25, 2008

RE AB-103 (Sub-No. 21X)

Dear Secretary Quinlin

I am faxing to the Board a copy of a Motion to Stay Date By Which Offerors Must Accept Terms and Conditions. I am sending the original and 10 copies to the Board this same date via overnight delivery service. The original and 10 copies should arrive on Tuesday, February 26, 2008. I spoke with William Mullins, counsel for the Kansas City Southern Railway Company. He indicated that KCSR would oppose the Motion to Stay.

Respectfully,

A handwritten signature in black ink, appearing to read 'J. Riffin', written over a horizontal line.

James Riffin